

**SKOUFALOS AFFIDAVIT**

**MAY 21, 2008**

**EXHIBIT G**

## CONTINENT GRAIN CHARTERPARTY

Code name: "SYNACOMEX 2000"

Adopted PARIS 1957 by SYNDICAT NATIONAL DU COMMERCE EXTERIEUR DES CEREALES  
 amended 1960, 1974, 1980 and 2000 in agreement with COMITE CENTRAL DES ARMEATEURS DE FRANCE  
 in cooperation with Chambre d'Agriculture de Paris and the French Cereals and S. & P. Brokers' Association

PART I

1. Shipowner(s) ARACUS SHIPPING LTD 9 RITZ PARADE WESTERN AVENUE LONDON W5 3RA	2. Place and date of Charter Party LONDON 08 <sup>th</sup> AUGUST 2007
3. Owners and place of business (state full style and address) (CL.1) ANGLOMARINE SHIPPING LTD, 10 MANSELL STREET, ET 8AA, LONDON, UNITED KINGDOM	4. Charterers and place of business (state full style and address) (CL.1) CONTI AGRO NIGERIA LIMITED
5. Vessel's name (CL.1) HONG PROSPERITY Reg / call / class: ST VINCENT & THE GRENADINES/1981/ AMERICAN BUREAU OF SHIPPING NT / GT: 7,529.00 / 13,228.00 summer DWT: 10,409.00	6. First layday date (CL.6) 12 AUGUST 2007 Cancelling date (CL.6) 20 AUGUST 2007
7. Present position / expected ready to load (CL.1)	8. Advance notices (CL.7) - at load port to: - at discharging port: number of days / to:
9. Loading port(s) (CL.2) 1 GSP 1 GSB KANDLA a) Always afloat (?) b) "safely aground" (?)	10. Discharging port(s) (CL.3) 198 EACH 2 GSPS LAGOS, PORT HARCOURT, PORT HARCOURT TO BE THE LATTER ONE a) Always afloat (?) b) "safely aground" (?)
11. Cargo nature and quantities (CL.2) 18,500 MT MINUS 0.08% MAX IN OWNERS OPTION BAGGED RICE PACK ED IN 50 KILO BAGS ONE GRADE STOWING ON BOARD MAXIMUM 51. ALWAYS PADDY RICE IS NOT ALLOWED TO BE LOADED a) No bags (?) b) Maximum in bags for storage (?) 51	12. Freight rate (CL.4) USD 88.00 PER MT MT FIO BSS 1/2 - ALWAYS FREE D/A AT ALL DISCHARGING PORTS.
13. Freight rate payment (state currency and method of payment, beneficiary and bank account) (CL.4) 100% PCT FREIGHT PAYABLE LESS COMMISSIONS WITHIN 3 BANKING NO DAYS FROM SIGNING-RELEASING BILLS OF LADING MARKED FREIGHT PAYABLE AS PER CHARTER PARTY DATED 8 AUGUST 2007 DIRECT TO DISPONENT OWNERS BANK ACCOUNT. DEMURRAGE IF ANY OR LESS DESPATCH AGREED IF ANY PAYABLE 20 DAYS AFTER OF COMPLETION OF DISCHARGING AND PRESENTATION OF ALL RELEVANT DOCUMENTS	14. Loading rate (CL.5) 2,500 MT PER WWD SHEX SATURDAY 12:00 CLAUSE TO APPLY EXU
15. Discharging rate (CL.5) 1,000 MT PER WWD SHEX SATURDAY 12:00 CLAUSE TO APPLY	16. Demurrage / Despatch money (CL.8) USD 9,000 PER DAY PRO RATA HOURS AT BENDS
17. Agents at loading port(s) (CL.12)	18. Agents at discharging port(s) (CL.13)
19. Extra insurance, maximum (CL.14) FREE - FOR CHARTERERS ACCOUNT	20. Brokerage commission and to whom payable (CL.15) 1.25% ARACUS SHIPPING LTD a) Deductible (?) b) Non-deductible (?)
21. Address Commission (CL.16) 2.5%	
22. Numbers of the additional clauses covering special provisions, if any, agreed ADDITIONAL CLAUSES FROM CLAUSE 30 TO CLAUSE 55 ARE DEEMED TO BE INCORPORATED INTO THIS CHARTER PARTY	
It is mutually agreed that this Charter Party shall be performed subject to the conditions contained herein consisting of PART I and PART II including additional clauses if any agreed and stated in Box 25. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but no further.	
For the Owners	For the Charterers

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## PART II

### "SYNCOMEX 2000" Continent Grain Charterparty

1. Owners, Charterers	1	cargo and/or weighing. Charterers and Owners are allowed	68
It is the day agreed between the party designated in Box 3.	2	to work overtime, such expenses shall be for account of	69
Owners of the Vessel named and described in Box 5, being	3	the party ordering same, if ordered by Port Authorities,	70
now in position and expected ready to load as mentioned in	4	overtime shall be for Charterers' account. Overtime services	71
Box 7, and the party designated in Box 4 as Charterers, THAT	5	tendered by ship's crew shall be in all cases for Owners'	72
	6	account.	73
2. Loading Port(s) and Cargo	7		
The said Vessel being tight, staunch and in every way fit for	8	6. Laydays, Cancellation	74
the voyage, shall with all convenient speed proceed to the	9	At port of loading laytime shall not count before 08.00 hours	75
place designated in Box 8 (Bahr Berth / safe anchorage Kandia	10	on the layday date stated in Box 6 and in any case not	76
, which in case of named port(s)	11	before the date notified by the 40 days notice as per Clause 2.	77
Owners acknowledge as safe and suitable for this Vessel	12	Should the Vessel's notice of readiness not be validly	78
and there load, always afloat, unless specially agreed that	13	tendered as per Clause 6 before 09.00 hours on the	79
been specially agreed in Box 8, in such safe berth, dock,	14	cancellation date stated in Box 6, Charterers shall have the	80
wharf or anchorage as Charterers or their Agents or	15	option of cancelling this charter at any time thereafter, but	81
Shippers may direct a full and complete cargo of wheat	16	not later than one hour after the notice is validly tendered.	82
and/or maize and/or rice and/or barley as described in Box	17		
11, in metric tons (1000 kg) more or less in Owners' option in bulk.	18	7. Vessel's Positions, Notices	83
Shippers have the option of stowing a second cargo in bulk	19	Master and/or Owners shall give 10 days and thereafter 5	84
two for stowing between the two berths without account	20	days notice of Vessel's expected readiness to load to the	85
laytime but stowing expenses shall be for Vessel's account.	21	party designated in Box 5.	86
Owners shall provide and install at their risk and expense	22	Master and/or Owners shall give notice of Vessel's	87
and on their time all that is required for safe stowage of	23	Expected Time of Arrival (ETA) at discharging port as	88
grain according to local and international regulations	24	specified in Box 11 (to be advised).	89
The cargo shall not exceed what the Vessel can reasonably	25	Master and/or Owners shall give the relevant parties prompt	90
stow and carry over and above her bunkers, apparel, st	26	advice of any substantial change in Vessel's ETA at loading	91
provisions and accommodation. The whole cargo shall be	27	and at discharging ports.	92
carried and stowed under deck in unobstructed main holds.	28		
All cargo on board to be delivered.	29	8. Laytime	93
Furthermore, if stowage bags have been specifically agreed,	30	Vessel's written notice of readiness to load and/or discharge	94
the following shall apply:	31	shall be tendered by hand or by any means of tele-	95
Charterers shall supply for stowage purposes a quantity of	32	communication in the office of Shippers/Charterers/	96
bagged cargo not exceeding the quantity specified in Box	33	Receivers or their Agents between 08.00 and 17.00 hours	97
12, which shall be stowed at their risk and expense. The	34	on all days except Saturdays, Sundays and Holidays and	98
number of bags signed for on Bills of Lading to be binding	35	between 08.00 hours and 13.00 hours on Saturdays unless	99
on Vessel and Owners, unless error or fraud be proved.	36	a holiday. Such notice of readiness shall be delivered when	100
	37	Vessel is in the loading or discharging berth and in all	101
3. Discharging Port(s)	38	respects ready to load/discharge. At both ends if the berth is	102
Being so loaded, the Vessel shall proceed with all convenient	39	considered practicable Master has the right to tender B.O.B. from	
speed direct to the place designated in Box 10, which in	40	the anchorage even by cable tow for small and time to count	
case of named port(s) Owners acknowledge as safe and	41	advice as to berth or not, whether in port or not, whether free	
suitable for this Vessel, and there discharge the cargo	42	of hand or not whether customs cleared or not. At loading port	
always afloat, unless specially agreed that has been specially	43	Shippers	
agreed in Box 10, in such safe berth, dock, wharf or	44	Charterers or their Agents have the privilege to inspect	103
anchorage as Charterers or their Agents or Receivers may	45	Vessel's holds if it is requested by Charterers a survey may be	104
direct. Receivers have the option of using a second safe	46	carried out at their time and risk to establish vessel's hold and	
berth. The time for stowing between the two berths shall	47	and to be represented during such survey by their pet	
count as laytime but stowing expenses shall be for Vessel's	48	search for and reject the notice when holds are not	
account.	49	clean, dry, dunnage and in all respects ready to receive	105
	50	the cargo.	106
4. Freight	51	In case of dispute an independent surveyor shall decide	107
The freight agreed under this Charter Party shall be as	52	about Vessel's readiness to load, the party in the wrong	108
stated in Box 12, per metric ton on net Bill of Lading weight	53	bearing the costs. In case of disagreement between the two	109
and shall be deemed earned as cargo is loaded on board,	54	surveyors then an independent surveyor (mutually agreed	
prepaid discounts and non-returnable, Vessel and/or	55	between Charterers' and the owners pre-surveyor) to be appointed	
cargo lost or not lost.	56	whose findings to be binding for both parties. In case of any	
The freight shall be paid as specified in clause 47 Box 3-2.	57	deficiency, then same to be promptly made good by the Owners	
All charges and discounts on the cargo shall be for	58	and any time lost from the time of rejection till the time of	
Charterers' account and these to be paid on the Vessel	59	acceptance not to count as laytime if the rejection of notice of	
however assessed and to be for Owners' expense.	60	readiness is	
	61	undisputed or confirmed by surveyor the laytime will only	110
5. Loading and Discharging	62	start to count after the Vessel has validly tendered again	111
Cargo shall be loaded, stow-trimmed and/or stowed at the	63	when ready.	112
risk and expense of Shippers/Charterers at the average	64	Only when the loading and/or discharging berth is	113
rate stated in Box 14. See also Clause 10 weather permitting.	65	unavailable, Master may warrant that the Vessel is in all	114
Cargo shall be discharged at the risk and expense of	66	respects ready and may tender notice of readiness to load	115
Receivers/Charterers at the average rate stated in Box 15,	67	and/or discharge from any usual working place, whether in	116
weather permitting.		port or not, whether in free pratique or not, whether customs	117
Stowage shall be under Master's direction and res-		cleared or not.	118
ponsibility. Shippers' and/or Charterers' representatives		Laytime shall commence at 14.00 hours if notice of	119
have the right to be on board the Vessel during loading,		readiness to load and/or discharge is validly tendered or	120
discharging or lightering for the purpose of inspecting the		before 12.00 hours and at 08.00 hours on the next working	121
		day if notice of readiness is validly tendered after 12.00	122
		hours. Time used before commencement of laytime shall	123

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not count. Laytime shall not count between 12.00 hours on	124	At loading port, Vessel shall be committed to the Agents	186
Saturdays or 17.00 hours on days preceding a holiday and	125	designated in Box 13, see clause 22	187
08.00 hours on the following working day, unless used in	126	At discharging port, Vessel shall be committed to the Agents	188
which case full time actually used shall count.	127	designated in Box 13, see clause 22	189
Any delay caused by ice, fire, war, or by causes	128		
of force majeure shall not count as laytime unless the	129		
Vessel is already on demurrage. Once on demurrage always on	130		
demurrage but charter party exceptions always apply to gear			
breakdown crew and/or officers strike failure to pay any			
disbursements accounts for owners' account etc.			
When Master has tendered notice of readiness to load or	131		
discharge from a waiting place and Vessel is subsequently	132		
found unready in application of the above provisions, laytime	133		
or time on demurrage shall not count from the time the Vessel	134		
is rejected until the time she is accepted. Additionally, any	135		
actual time lost on account of Vessels obtaining free pratique	136		
or customs clearance shall not count as laytime or time on	137		
demurrage.	138		
At second or subsequent ports of loading or discharging,	139		
laytime or time on demurrage shall resume counting from	140		
Vessels arrival at loading or discharging berth, if available,	141		
or from Vessels arrival at a usual waiting place, if berth is	142		
unavailable.	143		
At all ports any time lost whilst from waiting place to berth	144		
shall not count as laytime or as time on demurrage.	145		
<b>9. Demurrage, Despatch Money</b>	146	<b>14. Extra Insurance</b>	190
Demurrage is payable by Charterers at the rate stated in	147	Extra insurance on cargo due to Vessels age and/or flag	191
Box 15 per day of 24 consecutive hours or pro rata.	148	and/or class shall be for Owners' account but limited to the	192
Owners shall pay to Charterers despatch money for laytime	149	amount specified in Box 15; such extra insurance shall be	193
saved in loading/discharging at the rate stated in Box 16	150	covered by Charterers for Owners' account and shall be	194
per day of 24 consecutive hours or pro rata.	151	deducted from settlement of freight.	195
<b>10. Seaworthy Trim</b>	152	<b>15. Brokerage</b>	196
If ordered to be loaded or discharged at more than one	153	A brokerage commission as stated in Box 20 on the gross	197
berth and/or port, the Vessel is to be left in seaworthy trim	154	amount of freight, deadweight and demurrage earned, to	198
to Master's reasonable satisfaction for the passage between	155	due to the parties designated in Box 20 and is deductible	199
berths and/or ports at Shippers/Charterers/Receivers	156	from same unless "non-deductible" has been specifically	200
expense, and time used for placing Vessel in seaworthy	157	agreed.	201
trim shall count as laytime or time on demurrage.	158	<b>16. Address Commission</b>	202
<b>11. Fumigation</b>	159	An address commission as stated in Box 21 on the gross	203
Charterers have the liberty to fumigate the cargo on board	160	amount of freight, deadweight and demurrage earned is	204
at loading and discharging ports for pests on board	161	due to Charterers and is deductible from freight, deadweight	205
their risk and expense. Charterers are responsible for	162	and demurrage.	206
providing that Officers and Crew as well as all other persons	163	<b>17. ISM Clause</b>	207
on board the vessel during and after the fumigation are not	164	From the date of coming into force of the International Safety	208
exposed to any health hazards whatsoever. Charterers	165	Management (ISM) Code in relation to the Vessel and	209
undertake to pay Owners all necessary expenses incurred	166	thereafter during the currency of this Charter Party, the	210
because of the fumigation and time lost thereby shall count	167	Owners shall procure that both the Vessel and "the	211
as laytime or time on demurrage. When fumigation has	168	Company" (as defined by the ISM Code) shall comply with	212
been effected at loading port and has been certified by	169	the requirements of the ISM Code. Upon request the	213
proper survey or by a competent authority, Bills of Lading	170	Owners shall provide a copy of the relevant Document of	214
shall not be claused by Master for reason of insects having	171	Compliance (DOC) and Safety Management Certificate	215
been detected in the cargo prior to such fumigation.	172	(SMC) to the Charterers.	216
<b>12. Lights and Gear</b>	173	Except as otherwise provided in this Charter Party, loss,	217
Whenever required, Vessel shall supply free use of lights	174	damage, expense or delay caused by failure on the part of	218
as on board but sufficient to carry on night work.	175	the Owners of "the Company" to comply with the ISM Code	219
Provided described as geared, Vessel, whenever required,	176	shall be for the Owners' account.	220
shall supply free use of all cargo handling gear on board, in	177	<b>18. Bill of Lading</b>	221
good working order, with the necessary power, and of	178	The Master is to sign Bills of Lading as presented without	222
tunnies, ropes and slings as on board. Shore hands shall	179	prejudice to the terms, conditions and exceptions of this	223
be used to drive the gear, at Shippers/Charterers'/	180	Charter Party. If the Master delegates the signing of Bills of	224
Receivers' account. Any time actually lost on account of	181	Lading to his Agents, he shall give them authority to do so	225
breakdown of Vessels gear shall not count as laytime or	182	in writing, copy of which is to be furnished to Charterers.	226
time on demurrage and any stowage or stowage time charges	183	When Bills of Lading marked "Freight prepaid" are required,	227
incurred thereby shall be for Owners' account. The gear is to be	184	same shall be received by Owners immediately upon receipt	228
broken down then laytime is to count but always on pro rata basis		of it from Charterers. Bills containing that freight	229
<b>13. Agencies</b>	185	payable has been irrevocably disbursed.	230
		<b>19. Relet</b>	231
		Charterers have the right to relet all or part of the Charter	232
		Party, they remaining responsible for its fulfillment.	233
		<b>20. Deviation</b>	234
		Deviation in saving or attempting to save life or property at	235
		sea or for bunkering purposes or any other reasonable	236
		deviation shall not be deemed an infringement of this	237
		Charter Party and the Owners shall not be liable for any	238
		loss or damage resulting therefrom.	239
		<b>21. Lien Clause</b>	240
		The Owners shall have a lien on the cargo for freight,	241
		deadweight, demurrage, and average contribution due to	242
		them under this Charter Party.	243
		<b>22. Responsibilities and Immunities</b>	244
		Except as otherwise provided and stipulated in this Charter	245
		Party, it is hereby expressly agreed that the Charter Party	246

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shall have effect subject to the provisions of the Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924, as enacted in the country of shipment. These rules shall apply to any Bill of Lading issued under this Charter Party.	247	destination, except that if the distance of the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.	314
When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.	248		315
In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd, 1966 - The Hague - Visby Rules - apply compulsorily, the provisions of the respective legislation shall apply.	248		316
The Owners shall in no case be responsible for loss of or damage to cargo howsoever arising prior to loading into and after discharge from the Vessel.	249		317
Saved to the extent otherwise in this Charter Party expressly provided, neither party shall be responsible for any loss of, damage to or delay or failure in performance hereunder resulting from Act of God, war, civil commotion, quarantine, strikes, lockouts, arrest or restraint of princes, rulers and peoples, or any other event whatsoever which cannot be avoided or guarded against.	250		318
<b>23. Amended General Average Clause</b>	251	<b>24. Amended Centrocon Strike Clause</b>	319
<b>Port of Loading</b>	252	If the cargo cannot be loaded by reason of Riots, Civil Commotions or of a Strike or Lock-out of any class of workmen essential to the loading of the cargo, or by reason of obstructions or stoppages beyond the control of the Charterers caused by Riots, Civil Commotions or a Strike or Lock-out on the Railways, or in the Docks, or other loading places, or if the cargo cannot be discharged by reason of Riots, Civil Commotions or of a Strike or Lock-out of any class of workmen essential to the discharge, the time for loading or discharging, as the case may be, shall not count during the continuance of such causes, provided that a Strike or Lock-out of the Shipper's and/or Receiver's men shall not prevent demurrage accruing if by the exercise of reasonable diligence they could have obtained other suitable labour at rates current before the Strike or Lock-out.	320
a) In the event of the loading port being inaccessible by reason of ice when Vessel is ready to proceed from her last port of or at any time during the voyage or on Vessel's arrival, or in case frost sets in after Vessel's arrival, the Master for fear of being frozen in is at liberty to leave without cargo, and this Charter Party shall be null and void.	253	In case of any delay by reason of the before-mentioned causes, no claim for damages or demurrage shall be made by the Charterers / Receivers of the cargo, or Owners of the Vessel. For the purpose, however, of settling dispatch money accounts, any time lost by the Vessel through any of the above causes shall be counted as time used in loading or discharging, as the case may be.	321
b) If during the loading the Master, for fear of Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to any other port or ports with option of completing cargo for Owner's benefit to any port or ports including port of discharge. Any part cargo thus loaded under this Charter Party to be forwarded to destination at Vessel's expense but against payment of freight, provided that no extra expenses be thereby caused to the Receiver, freight being paid on quantity delivered (in proportion if lumpsum), all other conditions as per Charter Party.	254		322
c) In case of more than one loading port, and if one or more of the ports are closed by ice, the Master or Owners to be at liberty either to load the part cargo at the open port and fill up elsewhere for their own account as under section b) or to declare this Charter Party null and void unless Charterers agree to load full cargo at the open port.	255		323
<b>Port of Discharge</b>	256	<b>25. General Average and New Jason Clause</b>	341
a) Should ice prevent Vessel from reaching port of discharge, Receivers shall have the option of keeping Vessel waiting until the reopening of navigation and paying demurrage, or of ordering the Vessel to a safe and immediately accessible port where she can safely discharge without risk of detention by ice. Such orders to be given within 48 hours after Master or Owners have given notice to Charterers of the impossibility of reaching port of destination.	257	General average shall be adjusted according to the York-Antwerp Rules 1994 or any subsequent modification thereof, but where the adjustments are made in accordance with the law and practice of the United States of America, the following Clause shall apply:	342
b) If during discharging the Master for fear of Vessel being frozen in deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to the nearest accessible port where she can safely discharge.	258	In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the carrier is not responsible by statute, contract or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods.	343
c) On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and Vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance of the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.	259	If a sailing ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said sailing ship or ships belonged to strangers. Such deposit as the carrier or its Agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery.	344
	260	and the Charterers shall procure that all Bills of Lading issued under the Charter Party shall contain the same Clause.	345
	261		346
	262	<b>26. Both-to-Blame Collision Clause</b>	368
	263	If the liability for any collision in which the Vessel is involved while performing this Charter Party fails to be determined in accordance with the laws of the United States of America, the following Clause shall apply:	369
	264	If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of or damage to or any claim whatsoever.	370
	265		371
	266		372
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of the owners of the said goods, paid or payable by the	381	nominated such a port, the Owners may discharge the cargo	447
either or non-carrying ship or her owners to the owners of	382	at any safe port of their choice (including the port of loading)	448
the said goods and shall, if recovered or recovered by the	383	in complete fulfillment of the Charter Party. The Owners shall	449
either or non-carrying ship or her owners as part of their	384	be entitled to recover from the Charterers the extra expenses	450
claim against the carrying ship or carrier.	385	of such discharge and, if the discharge takes place at any	451
The foregoing provisions shall also apply where the	386	port other than the loading port, to receive the full freight as	452
Owners, Operators or those in charge of any ship or ships	387	through the cargo had been carried to the discharging port	453
or objects other than, or in addition to, the colliding ships or	388	and if the extra distance exceeds 100 miles, to additional	454
objects are at fault in respect to a collision or contact	389	freight which shall be the same percentage of the freight	455
and the Charterers shall procure that all Bills of Lading issued	390	contracted for as the percentage which the extra distance	456
under this Charter Party shall contain the same Clause.	391	represents to the distance of the normal and customary	457
		route, the Owners having a lien on the cargo for such	458
		expenses and freight.	459
<b>27. War Risks ("Voywar 1993")</b>	392		460
a) For the purpose of this Clause, the words:	393		461
(i) "Owners" shall include the shipowners, bareboat	394		462
charterers, disponent-owners, managers or other operators	395		463
who are charged with the management of the Vessel, and	396		464
the Master; and	397		465
(ii) "War Risks" shall include any war (whether actual or	398		466
threatened), act of war, civil war, hostilities, revolution,	399		467
rebellion, civil commotion, warlike operations, the laying of	400		468
mines (whether actual or reported), acts of piracy, acts of	401		469
terrorists, acts of hostility or malicious damage, blockades	402		470
(whether imposed against all vessels or imposed selectively	403		471
against vessels of certain flags or ownership, or against	404		472
certain cargoes or crews or otherwise howsoever), by any	405		473
person, body, terrorist or political group, or the Government	406		474
of any state whatsoever, which, in the reasonable judgement	407		475
of the Master and/or the Owners, may be dangerous or are	408		476
likely to be or to become dangerous to the Vessel, her cargo,	409		477
crew or other persons on board the Vessel.	410		478
b) If at any time before the Vessel commences loading, it	411		479
appears that, in the reasonable judgement of the Master	412		480
and/or the Owners, performance of the Charter Party for	413		481
any part of it, may expose, or is likely to expose, the Vessel,	414		482
her cargo, crew or other persons on board the Vessel to	415		483
War Risks, the Owners may give notice to the Charterers	416		484
cancelling this Charter Party, or may refuse to perform such	417		485
part of it as may expose, or may be likely to expose, the	418		486
Vessel, her cargo, crew or other persons on board the Vessel	419		487
to War Risks; provided always that if this Charter Party	420		488
provides that loading or discharging is to take place within a	421		489
range of ports, and at the port or ports nominated by the	422		490
Charterers the vessel, her cargo, crew, or other persons	423		491
on board the Vessel may be exposed, or may be likely to be	424		492
exposed, to War Risks, the Owners shall first require the	425		493
Charterers to nominate any other safe port which lies within	426		494
the range for loading or discharging, and may only cancel	427		495
this Charter Party if the Charterers shall not have nominated	428		496
such safe port or ports within 48 hours of receipt of notice of	429		497
such requirement.	430		498
c) The Owners shall not be required to continue to load	431		499
cargo for any voyage, or to sign Bills of Lading for any port	432		500
or place, or to proceed or continue on any voyage, or on	433		501
any part thereof, or to proceed through any canal or	434		502
waterway, or to proceed to or remain at any port or place	435		503
whatsoever, where it appears, either after the loading of	436		504
the cargo commences, or at any stage of the voyage	437		505
thereafter before the discharge of the cargo is completed,	438		506
that, in the reasonable judgement of the Master and/or the	439		507
Owners, the Vessel, her cargo (or any part thereof), crew	440		508
or other persons on board the Vessel (or any one or more	441		509
of them) may be, or are likely to be, exposed to War Risks.	442		510
If it should so appear, the Owners may by notice request	443		511
the Charterers to nominate a safe port for the discharge of	444		512
the cargo or any part thereof, and if within 48 hours of the	445		
receipt of such notice, the Charterers shall not have	446		
		nominated such a port, the Owners may discharge the cargo	447
		at any safe port of their choice (including the port of loading)	448
		in complete fulfillment of the Charter Party. The Owners shall	449
		be entitled to recover from the Charterers the extra expenses	450
		of such discharge and, if the discharge takes place at any	451
		port other than the loading port, to receive the full freight as	452
		through the cargo had been carried to the discharging port	453
		and if the extra distance exceeds 100 miles, to additional	454
		freight which shall be the same percentage of the freight	455
		contracted for as the percentage which the extra distance	456
		represents to the distance of the normal and customary	457
		route, the Owners having a lien on the cargo for such	458
		expenses and freight.	459
		d) If at any stage of the voyage after the loading of this	460
		cargo commences, it appears that, in the reasonable	461
		judgement of the Master and/or the Owners, the Vessel,	462
		her cargo, crew or other persons on board the Vessel may	463
		be, or are likely to be, exposed to War Risks on any part of	464
		the route (including any canal or waterway) which is normally	465
		and customarily used in a voyage of the nature contracted	466
		for, and there is another longer route to the discharging	467
		port, the Owners shall give notice to the Charterers that	468
		this route will be taken. In the event the Owners shall be	469
		entitled, if the total extra distance exceeds 100 miles, to	470
		additional freight which shall be the same percentage of	471
		the freight contracted for as the percentage which the extra	472
		distance represents to the distance of the normal and	473
		customary route.	474
		e) The Vessel shall have liberty:-	475
		(i) to comply with all orders, directions, recommendations	476
		or advice as to departure, arrival, routes, sailing in convoy,	477
		ports of call, stoppages, destinations, discharge of cargo,	478
		delivery or in any way whatsoever which are given by the	479
		Government of the Nation under whose flag the Vessel sails,	480
		or other Government to whose laws the Owners are subject,	481
		or any other Government which so requires, or any body or	482
		group acting with the power to compel compliance with their	483
		orders or directions;	484
		(ii) to comply with the orders, directions or recom-	485
		mendations of any war risks underwriters who have the	486
		authority to give the same under the terms of the war risks	487
		insurance;	488
		(iii) to comply with the terms of any resolution of the Security	489
		Council of the United Nations, any directives of the European	490
		Community, the effective orders of any other Supranational	491
		body which has the right to issue and give the same, and	492
		with national laws aimed at enforcing the same to which	493
		the Owners are subject, and to obey the orders and	494
		directions of those who are charged with their enforcement;	495
		(iv) to discharge at any other port any cargo or part thereof	496
		which may render the Vessel liable to confiscation as a	497
		contraband carrier;	498
		(v) to call at any other port to change the crew or any part	499
		thereof or other persons on board the Vessel when there is	500
		reason to believe that they may be subject to internment,	501
		imprisonment or other sanctions;	502
		(vi) where cargo has not been loaded or has been	503
		discharged by the Owners under any provisions of this	504
		Clause, to load other cargo for the Owners' own benefit	505
		and carry it to any other port or ports whatsoever, whether	506
		backwards or forwards or in a contrary direction to the	507
		ordinary or customary route;	508
		f) If in compliance with any of the provisions of sub-clauses	509
		b) to e) of this Clause anything is done or not done, such	510
		shall not be deemed to be a deviation, but shall be	511
		considered as due fulfillment of the Charter Party.	512

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## Clause 30

## M/V HONG PROSPERITY

Ex name : National Pride  
 Type : Multi-purpose Cargo Ship  
 Port of Registry : KINGSTOWN  
 Class : American Bureau of Shipping  
 Year Built : March 1981  
 Builder : Hitachi Shipbuilding and Engineering  
 Co. Japan  
 Call Sign : VRWC5  
 Inmarsat-C ID No. : 4477 69410  
 Sat com. phone : 7629 60165  
 Sat com. fax : 7629 60166  
 DWT Summer : 12,409.00 mt  
 Gross Tonnage (GT) : 13,228.00  
 Net Tonnage (NT) : 7,529.00  
 Suez GRT : 14,149.18  
 Suez NRT : 11,118.15  
 Panama GRT : 14,902  
 Panama NRT : 11,986  
 LOA : 163.08 m  
 LBP : 152.00 m  
 Breadth, mid : 23.10 m  
 Depth, mid : 14.10 m  
 Draft summer : 9.921 m

Speed about 14.5 knots on 26.5 IFO 380 CST + 2.0 mt MDO  
 Speed consumption is based on clean and smooth bottom, even keel,  
 deep and currentless water with sea temperature of max. 28 degrees  
 Celsius, wind max. Beaufort 3.

Port Consumption :  
 Idle "C" about 1.0 mt IFO 380 CST + about 1.5 mt MDO  
 Working 24 hours "C" about 1.0 mt IFO 380 CST + about 2.5 mt MDO

IFO Tank Capacity : 1,793 M3 @ 100% full  
 MDO Tank capacity : 261 M3 @ 100% full  
 Fuel Grade/ Specs : IFO380cet . RMG35. ISO8217. 1996  
 : MDO. DMB. ISO8217. 1996

## HOLD DIMENSIONS (in meter):

## Cargo Hold # 1:

	Length	Width (fwd)	Width (aft)	Depth	Depth (hatchway)
(bulkhead)					
LH	19.0	5.6	15.6	5.4	6.0
TD	19.0	7.0	19.7	5.4	4.0

## Cargo Hold # 2:

	Length	Width (fwd)	Width (aft)	Depth	Depth (hatchway)
(bulkhead)					
LH	24.0	13.4	22.0	8.0	8.2
TD	24.0	20.0	22.6	5.4	4.0

## Cargo Hold # 3:

	Length	Width (fwd)	Width (aft)	Depth	Depth (hatchway)
(bulkhead)					
LH	24.8	18.6	18.6	8.0	8.8
TD	24.8	22.6	22.6	5.4	4.0

## Cargo Hold # 4:

	Length	Width	Width	Depth	Depth
--	--------	-------	-------	-------	-------



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	(bulkhead)	(fwd)	(aft)	(hatchway)	
LH	24.0	18.6	18.6	8.0	8.2
TD	24.0	22.6	22.6	5.4	4.0

## Cargo Hold # 5:

	Length	Width	Width	Depth	Depth
(bulkhead)		(fwd)	(aft)		(hatchway)
LH	17.4	18.6	12.4	8.0	8.2
TD	17.4	22.6	22.2	5.4	4.0

(Note: the TD bulkhead height is applicable to the wings only. The height fwd and aft of the tween deck opening is restricted by the tween deck hatch cover stoppers)

Number of Decks : 2

Number of Holds : 5

Number of Hatches : 9

Hold # 1- Single Hatch, Tween decker

Hold # 2 to 5 : C Twin Hatches, Tween decker

Hold #4 : C Has longitudinal bulkhead on lower hold

Tween decker

Hold # 1, 2, 3 & 5 lower holds have supporting pillars amidships

## CUBIC CAPACITY:

Total (Grain) : 28,727.00 cu.m

(Bale) : 27,470.00 cu.m

Cubic capacity each hold (2nd deck hatch cover closed)

	LH # 1	Grain	Bale
		1,493	1,345 cu.m
LH # 2	4,486	4,239 cu.m	
LH # 3	3,970	3,921 cu.m	
LH # 4	3,837	3,785 cu.m	
LH # 5	3,172	2,951 cu.m	
TD # 1	1,462	1,358 cu.m	
TD # 2	2,730	2,610 cu.m	
TD # 3	2,838	2,708 cu.m	
TD # 4	2,778	2,653 cu.m	
TD # 5	2,001	1,899 cu.m	

Cubic capacity each hold (2nd deck hatch cover opened)

	HOLD # 1	Grain	Bale
		2,697 cu.m	--
HOLD # 2	6,884 cu.m	--	
HOLD # 3	6,482 cu.m	--	
HOLD # 4	6,325 cu.m	--	
HOLD # 5	4,870 cu.m	--	

If loading grain in lower holds and tween decks, tween deck covers to be opened with shifting board fitted.

## CONTAINER CAPACITY

(Nominal intake):

210 teu Deck

210 1A d20s

or

50 1Ad20s (Fixed) + 80 1Ad40s

- or combination

No containers are allowed in

Holds



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Stowage of containers on deck always subject to stability, visibility, permissible stackweights, and at Master's discretion and according to vessel's container lashing and stowage plan.

## PERMISSIBLE STACKWEIGHTS:

DK (2 tiers) 40 mt for 20' / 50 mt for 40'

## PERMISSIBLE UNIFORM LOAD:

LR - 11.7 mT/ sq.m  
TD - 3.0 mT/ sq.m  
DK - 2.0 mT/ sq.m

## HATCH SIZES: (Type: Hydraulic C McGregor Steel Folding Hatch Cover)

Hatch #	Length	Breadth
Hatch # 1	12.6m	10.4m / 8.0m / A 1
Hatch # 2	19.2m	8.0m / A 2 row
Hatch # 3	15.2m	8.0m / A 2 row
Hatch # 4	19.2m	8.0m / A 2 row
Hatch # 5	12.8m	8.0m / A 2 row

## CARGO GEARS: (Type: Electro C hydraulic Driven Jib Crane)

Crane Single: 16MT (hold #1, #2 and #5)  
Max. reach 22m @ 25 deg.  
25MT (hold #3 and #4)  
max reach 22m @ 25 deg.  
Double (in tandem): 50MT (hold #3 and #4)  
Max. reach 22m @ 25 deg.

## MISCELLANEOUS:

Battens : yes  
CO2 Fitted : yes  
Bow Thruster : no  
Electrical Ventilation : yes  
Double Skin : no  
Great Lakes Fitted : no  
Australian Hold Ladders Fitted : no

(ALL DETS TO READ ABT)

## Clause 31

Vessel is suitable for loading of bagged rice which is to be loaded in main holds only.

## Clause 32

Lay time to be reversible between load and discharge ports respectively.

## Clause 33

If second berth used at discharging time to court during shifting expenses to be for Charterers' account. Bunkers and crew is always for Owner's account. It is understood that all port costs relating to the vessel for 2nd berth if used are for Charterers account as fixed free D/A's at both discharging port. All vessel's port disbursements at discharging ports to be fully for Charterers/Receivers account.

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**Clause 34**

Lightening at loading/discharging port to be for Shippers/Receivers' time and expense. Shippers/Receivers to supply sufficient tenders for lightening operations. All time for lightening operation will continue to count as lay time.

**Clause 35**

At load and discharging port(s) any time occupied in shifting from the place at anchorage or Layberth to loading/discharging (berths) not to count unless is already on demurrage.

**Clause 36**

At load and discharge ports first opening/last closing of hatches to be at Owners' time and expense. If shore regulations do not permit the crew to open/close hatches then Shippers/Receivers to provide shore labour to perform these operations at their experience and time used to count.

**Clause 37**

If required, vessel to give free of derricks and power to drive them gear, runners, ropes and slings, as on board. Shore winchmen to be employed and same to be for Shippers/Receivers account. Vessel to give free use of lights as on board if required for night work. Owners guarantee that the vessel has her four swinging derricks sufficient cranes in good working order and is properly equipped to load/discharge cargo. Should it be found that the vessel is unable to load/discharge owing crane and/or equipment not working properly in loading/discharging port, extra time and/or expenses incurred supported by original vouchers to be for owners account but only in relation to the number of derricks affected.

**Clause 38**

Owners/Master certify the vessel is in all respects capable and agreeable to "in a sea transit fumigation", with approved products such as aluminum phosphine/fosloxin, or any other approved products. However if charts use different materials and local authorities require crew to stay ashore, then all related expenses including victuals/transportation/accommodation to be for Charterers account and time to count as laytime.

**Clause 39**

Overtime to be for account of party ordering same, but if ordered by Port Authorities or elevator then same to be for Shippers' / Receivers' account. Officers and crew's overtime always to be for Owners' account.

**Clause 40**

On sailing from loading port Master to telex (to be advised) giving cargo quantity loaded/number of bags/ETA discharging port.



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**Clause 41**

This fixture to remain private and confidential.

**Clause 42**

In order to protect cargo, Owners to supply and lay at Owners time and expenses bamboo sticks/mats/plastics/kraft paper or equivalent suitable material provided same accepted by port's regulation. Vessel to be clean and suitable to load bagged rice damage or craft paper for Owners' account as required to Shippers surveyors' satisfaction. All materials to be ordered by Owners but laid by Stevedores at their time. The cost of these materials to be for Owners.

**Clause 43**

Both at loading and discharging ports, tally on board to be for Owners account. Shore side tally to be for Shippers respectively Receivers account.

**Clause 44**

Owners to authorize agents to issue clean Bills of Lading in accordance with Mate's receipts. Master to issue clean Mate's receipts and Bills of Lading. Master has the right to reject any damaged/torn cargo bags and Charterers/Shippers to replace same by sound ones at Charterers/Shippers time and account.

**Clause 45**

Owners confirm vessel will sail directly to the discharging ports without any deviation after completion of loading always expecting any deviation en route for bunkering calls or emergencies that may arise.

**Clause 46**

Owners guarantee that vessel has not suffered any General Average in the past 24 months.

**Clause 47**

If required by the Charterers, Owners to discharge cargo without receipt of Original Bills of Lading against Charterers' Letter of Indemnity (no bank countersignature). Letter of Indemnity wording as per usual P and I Club wording. However Charterer undertake to furnish Owners earliest possible with full set of Original Bills of Lading.

**Clause 48 - Freight Payment**

100% of freight payable less 3.75% commission and less despatch, if any at loading port, within 3 Banking Days from and signing and releasing Bills of Lading marked "Freight payable as per C/P".

Demurrage / Despatch to be settled within 30 days after completion of voyage.

Full freight deemed earned on completion of loading discountless and not returnable vessel and/or cargo lost or not lost.

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Freight to be paid into Owners Bank account as follows:

BANK : EGNATIA BANK  
ACCOUNT NO: 0094975421  
SWIFT CODE : EGNAGR2T  
(EGNATIA BANK)  
ADDRESS: 116 KOLOKOTRONI STREET AND  
11 MERARCHIAS STREET 105 35  
PIRAEUS - GREECE  
FAVOUR OF : BULK MERCHANT CORPORATION S.A.  
IBAN NUMBER: GR 7502003010000000094975421  
REF : MV HONG PROSPERITY  
CORRESPONDING BANK :  
BANK : AMERICAN EXPRESS BANK LTD  
SWIFT ADDRESS : AETBUS33

**Clause 49**

The Owners represent and warrant that:

- 1) It is not Owned or controlled by Libya, North Korea, or Iraq.
- 2) The vessel is not owned or controlled by Libya, Cuba, North Korea or Iraq, it is not registered under the laws thereof and is not Chartered to, or crewed by any nations thereof.

**Clause 50 - Arbitration Clause:**

Should any dispute arise between Owners and Charterers, the matter in dispute shall be referred to three (3) persons in London, one to be appointed by each of the parties hereto and the third by the two chosen; their decision or that of any two of them shall be final and for the purpose of enforcing any award, this agreement may be a rule of the court. The Arbitrators shall be commercial men.

This contract is governed by English law.

**Clause 51**

Owners/Master warrant that they will take all necessary measures and precautions to protect the cargo from rain or other damage caused by failure to close vessel's hatches timely.

**Clause 52**

Any taxes dues on vessel to be for Owners account.

Any taxes/dues/wharf/commissions on cargo to be for Charterers account.

Over Age Premium to be for Charterers account. Indian freight tax to be for Owners account if any.

**Clause 53**

Owners paying load port disbursements account.



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At discharging port vessel's D/A to be for Charterers' account and following clause to apply:

At discharging port the Charterers to appoint their nominated Agents and to be responsible for the payment of all disbursement expenses and any other charges incurred for enabling the vessel to use the port and berths for the purposes of discharging the cargo - which include but are not limited to costs such as agency fees, lugs, pilotage charges, port dues, canal costs, light dues, boat age, authority fees, sundries, comms, etc. as well as all taxes a/o dues a/o wharfages a/o penses a/o quay dues a/o berthing taxes, whether all herein stated items are charged on vessel and/or freight and/or cargo, and any other compulsorily charged items, to be for Charterers' account. This sum to exclude any normal crews' matters which to be for Owners' account and covered directly by Owners.

Charterers Agents both ends to be advised

#### Clause 54

Additional clause to apply for Yemen and Nigeria:

In the event of any alleged cargo claims/shortages, Charterers/Receivers are to accept Owners' P and I Club Letter of Guarantee/bond.

#### Clause 55

If it is requested by Charterers a survey may be carried out at their time and risk and expense to establish vessel's holds and hatch covers suitability to load bagged rice and Owners to have the right to be represented during such survey by their P&I surveyors. In case of disagreement between the two surveyors then an independent surveyor to be appointed whose findings to be binding for both parties. In case of any deficiency, then same to be promptly made good by the Owners and any time lost from the time of rejection till the time of acceptance not to count as lay time.

#### USA Clause Paramount:

This Bill of Lading shall effect subject to the provisions of the carriage of goods by Sea Act of the United States, approved April 16 1936, which shall be deemed to be incorporated herein and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said act, if any term of this Bill of Lading be repugnant to said act to any extent such terms shall be void to that extent, but no further.

#### P and I Bunker Deviation Clause

This vessel, in addition to all other liberties, shall have the liberty as part of the contract voyage and at any stage thereof to proceed to any port whatsoever, whether such ports are on or off the direct and/or customary route or routes, to the ports of loading or discharge named in the Charter, and there take oil bunkers in any quantity in the direction of the Owners, even to the full capacity of fuel tanks, deep tanks and any other compartment in which oil can be carried, whether such amount is or is not required for the Chartered voyage.

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**Voywar 1950**

- (1) In these clauses "War Risks" shall include any blockade or any action which is announced as a blockade by any Government or by any belligerent or by any organized body, sabotage, piracy, and any actual or threatened war, hostilities, warlike operations, civil war, civil commotion, or revolution.
- (2) If at any time before the Vessel commences loading, it appears that performance of the contract will subject the Vessel or her Master and crew or her cargo to war risks at any stage of the adventure, the Owners shall be entitled by letter or telegram dispatched to the Charterers, to cancel this Charter.
- (3) The Master shall not be required to load cargo or continue loading or to proceed on or to sign Bill(s) of Lading for any adventure on which or any port at which it appears that the Vessel, her Master and crew or her cargo will be subjected to war risks. In the event of the exercise by the Master of his right under this Clause after part or full cargo has been loaded, the Master shall be at liberty either to discharge such cargo at the loading port or to proceed therewith. In the latter case the Vessel shall have the liberty to carry other cargo for Owners' benefit and accordingly to proceed to and load and discharge such other cargo at any other port or ports whatsoever, backward, or forward, although in a contrary direction to or out of or beyond the ordinary route. In the event of the Master electing to proceed with part cargo under this Clause shall in any case be payable on the quantity delivered.

**Voywar 1950**

- (4) If at the time the Master elects to proceed with part or full cargo under Clause 3 or after the Vessel has left the loading port, or the last of the loading ports, if more than one, it appears that further performance of the last of the loading ports, if more than one, it appears that further performance of the contract will subject the Vessel, her Master and crew or her cargo to war risks, the cargo shall be discharged, or if to discharge has been commenced shall be completed, at any safe port in vicinity of the port of the discharge as may be ordered by Charterers. If no such orders shall be received from the Charterers within 48 hours after the Owners have dispatched a request by telegram to the Charterers for the nomination of a substitute discharging port, the Owners shall be at liberty to such discharge the cargo at any safe port which they may in their contract of affreightment in the event of cargo being discharged at any such other port, the Owners shall be entitled to freight as if the discharge had been effected at the port or ports named in the Bill(s) of Lading or to which the Vessel may have been ordered pursuant thereto.
- (5) (a) The Vessel shall have liberty to comply with any directions or recommendations as to loading, departure, arrival, routes, ports of call, stoppages, destination, zones, waters, discharge, deliver or in any other wise whatsoever (including any direction or recommendation not to go to the port of destination or to delay proceeding thereto or to proceed to some other port) given by any other Government or by any belligerent or by any organized body engaged in civil war, hostilities or warlike operations or by any person or body acting or purporting to act as or with the authority of any Government or belligerent or of any such organized body or committee or person having under directions or recommendations. If by reason of or in compliance with any such



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direction or recommendation, anything is done or is not done, such shall not be deemed a deviation.

(b) If, by reason of or in compliance with any such directions or recommendations, the Vessel does not proceed to the port or ports named in the Bill(s) of Lading or to which she may have been ordered pursuant thereto, the Vessel may proceed to any port as directed or recommended or to any safe port which the Owner in their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfillment of the contract of affreightment and the Owners shall be entitled to freight as if discharge had been effected at the port or ports named in the Bill(s) of Lading or to which, the Vessel may have been ordered pursuant thereto.

(c) All extra expenses (including insurance costs) involved in discharging cargo at the loading port or in reaching or discharging the cargo at any port as provided in Clauses 4 and 5 (b) hereof shall be by the Charterers and/or cargo owners, and the Owners shall have a lien on the cargo for all moneys due under these Clauses.

THE OWNERS:

THE CHARTERERS:

*[Handwritten signature]*  
SHIP